**EXHIBIT 36** 



CALIFORNIA ASSOCIATION OF REALTORS®

## COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (NON-RESIDENTIAL)

(C.A.R. Form CPA, Ravised 10/02)

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THIS IS AN OFFER FROM. A Partnership, An LLC, AN LLC, Or Chier  Individual(a), X A Corporation, A Partnership, An LLC, An LLC, Or Chier  THE REAL PROPERTY TO BE ACQUIRED is described as Assessor's Parcel No. 0806-0933-020,  San Legandro County of Alameds  THE PURCHASE PRICE offered is Five Million Two Hundred Fifty Thougand  Octose OF ESCROW shall occur on (date) for San Legandro Do (date) (or XI)  CLOSE OF ESCROW shall occur on (date) for San Legandro Do (date) (or XI)  FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) After 2L or 2M Lagreed in writing. Buyer shall act diffigently and in good faith to obtain the designated loans. Obtaining deposal, down a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.  A. INITIAL DEPOSIT: Buyer has given a deposit in the smount of by Personal Ch (or I), hy Personal Ch (or I), had personal the smount of hy Personal Ch (or I), hy Personal Ch (or I), had personal deposit with the smount of hy Personal Ch (or I) Into Proker's trust secount.  B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an Increased deposit in the amount of within Days After Acceptance, or Sellar,	
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REVISED 10/02 (PAGE 1 OF 10)  COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF	10)
pent: C. Edward Buillok Phone: (510) 918-4100 Fax: (510) 881-8301 Prepoker: Danville Realty Corporation 21790 Hesperian Boulevard, Hayward CA 94541-7003	pared using WINForms® softwar

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Raviewed by

7. A ENVIRONMENTAL SURVEY (If checked): Within

(Iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Sallar's possession. Buyer's approval of Ct Disclosures is a contingency of this Agreement as specified in paragraph 17.

9. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Excrow, becomes aware of adverse conditions materially affecting the Property. or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice in writing, covering those leams. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

10. Changes during escrow:

A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17; (i) rent or lease any vacant unit or other part of the premises; (II) alter, modify, or extend any existing rental or lease agreement; (III) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or [X] ) Days prior to any Proposed Changes, Seller shall give written notice to Buyar of any Proposed Changes. 15

11. CONDITIONS AFFECTING PROPERTY:

A. Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (III) all debris and personal property not included in the sale shall be removed by Close Of Escrib.

B. SELLER SHALL, within the time specified in paragraph 17, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.

Seller's Initials ()	
Reviewed by Date	



14600 Catlina

Property Address:	San	Leandro, CA	Date: March	24. 2006	

- C. NOTE TO BUYER: You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits [asued.
- D. NOTE TO SELLER: Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action.

#### 12. ITEMS INCLUDED AND EXCLUDED:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 128 or C.
- B. ITEMS INCLUDED IN SALE:
  - (1) All EXISTING fixtures and fittings that era attached to the Property.
  - (2) Existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellike dishes, private integrated telephone systems, air coolers/conditioners, pocl/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, weter purifiers, security systems/slarms.
  - (3) A complete inventory of all personal property of Sellar currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
  - (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
  - (5) Seller shall deliver title to the personal property by Bill of Sala, free of all liens and encumbrances, and without warranty of condition.
  - (6) As additional security for any note in favor of Saller for any part of the purchase price. Buyer shall execute a UCC-1 Financing Statement to be filled with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

#### C. ITEMS EXCLUDED FROM SALE: \_

### ) 13. Buyer's investigation of property and matters affecting property:

- A. Buyer's acceptance of the condition of, and any other malter affecting the Property is a contingency of this Agreement, as specified in this peregraph and paragraph 17. Within the time specified in paragraph 17, Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (I) inspect for lead-based paint and other load-based paint hazards; (II) inspect for wood destroying pests and organisms; (III) confirm the insurability of Buyer and the Property; and (iv) satisfy Buyer as to any malter of concern to Buyer. Without Seller's prior written consent, Buyer shall naither make nor cause to be made: (I) invasive or destructive Buyer investigations; or (III) inspections by any governmental building or zoning inspector, or government employee, unless required by Law.
- B. Buyer shall complete Buyer investigations and, as specified in paragraph 17, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer investigation reports obtained by Buyer. Seller shall make Property available for all Buyer investigations. Saller shall have water, gas, electricity, and all operable pilot lights on for Buyer's investigations and through the date possession is made available to Buyer.
- 14. REPAIRS: Repairs shall be completed prior to final varification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (I) obtain receipts for Repairs performed by others; (Ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (III) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 15. BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY: Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer Investigations; and (till) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require envone acting on Buyer's behalf to carry policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer investigations of work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

#### 16. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except (!) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17. Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 4 OF 10)

Buyer's Initials ( <u>G M</u> ) ( Sallar's Initials () (	)
Reviewed by Date	



- D. Al Closs Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
- 17. TIME PERIODS: REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form CR).
  - A. SELLER HAS: 7 (or 🗵 \_\_\_\_\_\_\_\_) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 5, 6A and B, 8A, 11B, 12B (3) and (4) and 16.
  - B. BUYER HAS: 17 (or 🗵 \_\_\_\_\_\_) Days After Acceptance, unless otherwise agreed in writing, to:
    - (1) Complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 6 and insurability of Buyer and the Property).
    - (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
  - C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:
    - (1) Seller right to Cancel: Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in the Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.
    - (2) Continuation of Contingency: Even after the expiration of the time specified in 178, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 17C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 17C(1).
    - (3) Seller right to Cancel: Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (I) if Buyer falls to deposit funds as required by 2A or 2B; (II) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer falls to provide a letter as required by 2H; (IV) if Buyer falls to provide verification as required by 2I or 2M; (V) if Seller reasonably disapproves of the verification provided by 2I or 2M. Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.
  - D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (I) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (II) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.
  - E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, Judicial decision or arbitration award.

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	Case 3:07-cv-03605-PJH Document 132-26 Filed 08/27/2008 Page 7 of 28
Pro	perty Address: San Leandro, CA Date: March 24, 2006
	FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or
20.	evaluation offor, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation offor, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.  AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA effects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made existing buildings. Compliance with the ADA may require apply to new construction, alterations to existing buildings, and removal of barriers in compliance. A real estate broker does not have the technical expensive to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are existed to determine whether a building is in compliance with ADA requirements, or to
21.	LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.
22.	DISPUTE RESOLUTION: Buyer's Initials/ Seller's Initials/
	MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resording to arbitration or court action. Paragraphs 228(2) and (3) below apply to mediation whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the malter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.  ARBITRATION OF DISPUTES: (1) Buyer and Seller agree that any dispute or claim in Law or equify arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 228(2) and (3) below, shall be decided by neutral, binding arbitration, including and subject to paragraphs 228(2) and (3) below, transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Title 9 of Part III of the California Code of Civil Procedure, Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.  (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other ection or proceeding to enforce a dead of trust, mortgage, or installment land sale contract as cefined in Civil Procedures shall be agreed to the provisional
	BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION, IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
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Property Address: San Leandro, CA. Date: March 24, 2006

23. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's Interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.

24. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their

respective successors and assigns, except as otherwise provided herein.

25. COPIES: Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.

26. NOTICES: Whenever notice is given under this Agreement, each notice shall be in writing, and shall be delivered personally, by facsimile, or by mail, postage prepaid. Notice shall be delivered to the address set forth below the recipient's signature of acceptance. Either party may change its notice address by providing notice to the other party.

27. AUTHORITY: Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, ByLaws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.

28. GOVERNING LAW: This Agreement shall be governed by the Laws of the state of California.

29. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Selier as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, end payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following Items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price; prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tex bills shall be paid as follows: (I) for periods after Close Of Escrow, by Buyer, and (II) for periods prior to Close Of Escrow, by Seller, TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

30. WITHHOLDING TAXES: Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Form AS).

31. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM: If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"). Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.

32. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

33. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.

34. SELECTION OF SERVICE PROVIDERS: If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"). Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own

choosing.

35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject metter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing 5igned by Buyer and Seller.

36. OTHER TERMS AND CONDITIONS, including attached supplements:

A. 

Buyer inspection Advisory (C.A.R. Form BIA)

B. 

Seller Financing Addendum and Disclosure (C.A.R. Form SFA)

C. 

Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers:

D. 

Buyer intent to Exchange Supplement (C.A.R. Form BES)

E. 

Seller Intent to Exchange Supplement (C.A.R. Form SES)

F. 

This Agreement is specifically conditioned upon Buyer, in Buyer's sole judgement, determining that the subject real property is suitable for and approved for use as a church. This condition shall remain in full force and effect until removed in writing by Buyer.

\*\*This Agreement is specifically conditions and effect until removed in Buyer.\*\*

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· •	Case 3:07-cv-03605-PJH Document 132-26 Filed 08/27/2008 Page 9 of 28
,to	erty Address: San Leandro, CA Date: March 24, 2005
17.	DEFINITIONS: As used in this Agreement;  A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agant in accordance with this offer or a final counter offer.
ý	<ul> <li>"Agreement" means the terms and conditions of this accepted Commercial Property Purchase Agreement and any accepted counter offers an addenda.</li> <li>"C.A.R. Form" means the specific form referenced, or another comparable form agreed to by the parties.</li> <li>"Close Of Escrow" means the data the grant deed, or other evidence of transfer of the incommercial Mail</li> </ul>
	E. "Copy" means copy by any means including photocopy, NCR, facsinile and electronic
	<ul> <li>"Days" means calendar days, unless otherwise required by Law.</li> <li>"Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.</li> <li>"Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date or which the specified event is scheduled to occur.</li> </ul>
	"Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Sellier agree that electronic means will not be used by either one to modify or alter the content or integrity of the Agreement without the knowledge and consent of the other.  "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legisletive, judicial or executive body or energy.
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	"Notice to Buyer to Perform" means a document (C.A.R. Form NBP), which shall be in writing and Signed by Seller and shall give Buyer a least 24 hours (or as otherwise specified in paragraph 17C(4)) to remove a contingency or perform as applicable. "Repairs" means any repairs (including pest control), alterations, replacements, modifications and retrofitting of the Property provided for under this Agreement.
	L "Signad" means either a handwritten or electronic signature on an original document. Conv. or any countries
	· One gold and Pidra tams each include the other, when appropriate.
	ROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker additional or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, cluding, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to demonstry, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for others.  GENCY:
•	POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Salier each acknowledge receipt of a diaclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
	CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:  Listing Agent
	of (check one): 🔀 the Seller exclusively; or 🔲 both the Buyer and Seller.
	Salling Agent Denville Realty Corporation (Print Firm Name) (if not same
	as Listing Agent) is the agent of (check one);  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.
. J	The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint excrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and eddends, and any additional mutual instructions to close the escrow: 1, 2, 4, 5, 16, 17E, 29, 30, 35, 36B-F. 37, 40, 42, 45A, 46 and paragraph D of the section titled Real Estate Broker on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 42 or 45A, or paragraph D of the section titled Real Estate Broker on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's mayer.

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Escrow Holder that are reasonably necessary to close the escrow.

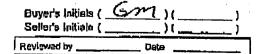
Buyer's Initials ( Seller's Initials Reviewed by Date



Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by

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45. BROKER COMPR	NSATION FROM SELLED			ito: March 24, 2006
A. Upon Close C	Farmy Saller same la nou :	PARRED AND INC.		
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By	ing Firm) <u>Danville Realt</u>			
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Telephone /5101502	STAR BOULSVAIC	City <u>Hayward</u>	Edward Bullok Data Mar State Ca	Zin 94542
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**EXHIBIT 37** 

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#### ADDENOUM

#### TO

COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT BECKOW INSTRUCTIONS (NON-RESIDENTIAL)

This ADDENDUM TO COMMERCIAL PROPERTY FURCHASE AGREEMENT AND FORMT ESCROW INSTRUCTIONS (NON-RESIDENTIAL) (this "Addendum") shall considers part of that certain Commercial Property Perchase Agreement and Joint Escrow Instructions (Non-Residential), dued as of March 24, 2006 (the "Association"), by and between LECO ENVESTMENT GROUP, LP, a California limited partnership ("Schor"), and SAN LEANDERO FOURSQUARE #2 ("Bayer"), and the terms hereof shall for all purposes be descend incommentated in the Association. deemed incorporated in the Agreement.

1. Amendment to Footion 1.C. of the Agreement - Purchase Price. Section 1.C. of the Agreement is hereby smoonded to delete flaction 1.C. and in its steed replace Section 1.C. with the following:

"C. THE PURCHARE PRICE offered is Five Million Three Hundred Ninety-Nine Thousand Dollars (25,399,000.00)."

2. Amendment to Section 1.D. of the Agreement - Closing Date. Section 1.D. of the Agreement is hereby smanded to delete Section 1.D. and in its send replace Section 1.D. with the following:

"D. CLOSE OF ESCROW shall occur on one-hundred twenty (120) days after the date of the Agreement."

- Amendment to Section 2 of the Aurement Phanes Terms.
- a. <u>Amendment to Section 2.A. Initial Deposit</u>. Section 2.A. of the Agreement is hereby amended to increase the Initial Deposit from "\$50,000.00" tol "\$100,000.00."
- b. Amendment to Section 2.B. Increased Deposit. Section 2.B. of the Agreement is hereby amended to make the "formed Deposit" the amount "\$400,000.00." The Increased Deposit shall be made on the Fessibility Expiration Dess (defined hereinstor).
- c. <u>Amondment to Section 1 C. First Long.</u> Section 2.C. of the Agreement is hereby amonded to increase the principal amount of the "First Loan" from "\$3.675,000.00."
- d. Amendment to Section 2.D.—Balance of the Purchase Price. Section 2.D. of the Agreement is hereby amended to decrease the amount of the "Balance of the Purchase Price" from "\$1,525,000.00" to "\$1,224,000.00".
- Amendment to Section 2.R. Purchase Price (Total). Section 2.E. of the Agreement is hereby amended to increase the amount of the "Purchase Price (Total)" from "\$3,250,000.00" to \$5,399,000.00."

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Contrary, Buyer shall have until thirty (30) days after the date of the Agreement to the Exchaiton Date") to complete whetever approved, impactions, financing, and such other investigations as Buyer deems ascessary to proceed with the purchase of the Property. If, as a investigations as Buyer deems ascessary to proceed with the purchase of the Property. If, as a investigations as Buyer deems ascessary to proceed with the purchase of the Property, Buyer shall deliver notice to Seller of its removal of the due with the purchase of the Property (the diligence contingency and Buyer's election to printed with the purchase of the Property (the Diligence Centingency Removal Notice") on or before the Feasibility Expiration Dees. "Due Diligence Centingency Removal Notice") on or before the Feasibility Expiration Dees. Buyer's failure to give such notice shall be desired Buyer's election to not proceed with the Buyer's failure to give such notice is not timely given, Seller shall direct the Title Company purchase of the Property. If such notice is not timely given, Seller's receipt of any third-party to promptly return the Initial Deposit to Buyer, subject to Seller's receipt of any third-party reports required to be delivered to Seller by Buyer, and neither party shall have any further reports required to be delivered to Seller by Buyer, and neither party shall have any further Agreement. If Buyer timely delivers thes Due I likewee Contingency Removal Notice, Buyer shall deposit the Increased Deposit (the Initial Deposit and the Increased Deposit shall thereafter shall deposit the Increased Deposit (the Initial Deposit and the Increased Deposit shall thereafter shall deposit the Increased Deposit (the Initial Deposit and the Increased Deposit shall thereafter

- S. An-II. Except as otherwise and specifically provided in the Agreement, Seller discisions the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, fittle to or the boundaries of the Property, pest control matters, soil condition, hemandous vestes, tooks substained or other anyinomental matters, compliance with building, hemandous vestes, testic substained or other anyinomental matters, compliance with building health, setlety, levid use and soning laws, regulations and orders, structural and other engineering health, setlety, levid use and soning laws, regulations and orders, structural and other engineering. Buyer, moreover, acknowledges (1) that father did not develop or construct the Property, (2) that: Buyer has ensured into this Agreement with the intention of making and ralying upon its own investigation of the physical, environmental, economic and legal condition of the Property and (3) that Buyer is not relying upon any statements, representations or warranties made by Seller or environ excitage that it has not received from Seller's behalf concerning the Property. Buyer further anyone acring or claiming to act on Seller's behalf concerning the Property. Buyer further engineering, property management or other advice with respect to this transaction and is relying engineering, property management or other advice with respect to this transaction and is relying management and other advices. Buyer shall purchase the Property in its "as is and with all faults" condition on the Closing and manuals the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigation.
  - 6. Release. Except as otherwise and specifically provided in the Agreement, including, without limitation, the representations and warranties provided in Section 12 of the Agreement, Buyer, for itself and its agents, affiliates, successors and assigns from any and all rights, forever discharges Seller, its agents, affiliates, successors and assigns from any and all rights, forever discharges Seller, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this claims and demands at law or may have in the future, acising out of the physical, agreement, which Buyer has or may have in the future, acising out of the physical, agreement, economic or legal condition of the Property. Buyer hereby specifically waives environmental, economic or legal condition of the Property. Buyer hereby specifically waives the provisions of section 1542 of the California Civil Code ("Section 1542") and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

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A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the dollar

Buyer hereby specifically acknowledges that Buyer has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of the Agreement.

Buyer	

- 7. Beyon's Remarks. The peries coverant and agree that in the event of a breach or default by Seller under the Agreement of any coverants, warranties, terms or conditions bereof. Buyer will have limited and very narrow rights of recourse against Seller. Accordingly, except as otherwise provided herein, in the event of a breach or default under the Agreement by Seller, Buyer's remadies shall be limited, as Buyer's option, only to one of the following two alternative remadies and none other: (a) the right to demand and have specific performance; the parties acknowledging that the Property is tarique and for that reason, among others. Buyer will be irreparably damaged in the event that the Agreement is not specifically unforced that such right of specific performance shall be limited to enforcing conveyance of the Property by grant deed to Buyer, subject to any unfulfilled warranties, terms or other provisions of the Agreement, by Seller, or (b) termination of the Agreement and return of the Deposit. Except for the alternative remadies set forth in this Section 7. Buyer shall have no further recourse or remedy of any kind against Seller whether in law, equity or axising from any other legal theory or for any general, special, consequential, companisatory or pusitive damages of any kind.
- Entification. Buyer and Soller hereby ratify and confirm all of the terms and provisions of the Agreement except as other wise modified by Paragraph 1 through 7 above.
- 9. Counterparts. This Addendum may be encouned in counterparts and by faceintile transmission by the parties and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Addendum. All counterparts so excounted thall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 10. Expiration of Offic. This Agreement shall be desired revolved, unless the Agreement is signed by Buyer and a copy of the algorid Agreement is personally received by the Seller Violet W. Lee who is sutherized to reserve it by 11:00PM April 1, 2006 PST.

#### [SIGNATURES ON NEXT PAGE]

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Addendate to President and Sale Agreement

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IN WITHESS WHEREOF, Buyer and Seller have executed this Addendum to Commercial Property Agreement and Joint Escaya Instructions (Non-Residential) as of the date of the Agreement.

BUYER:

RAN LEANDRO FOURSQUARE#2

1 Services Contra

SELLER:

LECO INVESTMENT GROUP, LP, a California limited partnership

ARISTO PROPERTIES, ISC a California composition.

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# COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (NON-RESIDENTIAL) (C.A.R. FORIT CPA, Revised 10/02)

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to be deposited with Escrott interest and the state of the purchase PRICE (TOTAL):  1. LOAN APPLICATIONS: Within 7 (or 21 ) Days After Acceptance, Duyer shall provide Sellier a lotter from lender or more broker stating that, beend on a review of Buyer's written application and credit report. Buyer is prequalified or prespiroved for any specified above.  1. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2th) station of Continued to the provide Sellier written verification of Buyer's down payment and closing costs.  7 (or 11 21 ) Days After Acceptance, provide Sellier written verification of Buyer's down payment and closing costs.  1. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or 11 ) Days After Acceptance Buyer shall, as specified in paragraph the loan contingency or cancel this Agreement to (CR, if checked, 11 is NOT) contingent upon the Property approximation to the property approximation to specified purchase price. If there is a loan contingency, in the time the loan contingency are cancel bits Agreement.			NONAL FINANCING TEXTS:	E. ADDITIC	į	
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to be deposited with Estrow haben with the state of the process of		110 50 to annual	NCE OF PURCHASE PRICE (not right	F. BALAN		1
LOAN APPLICATIONS: VINITED THE PROPERTY AND CLOSING COSTS: Buyer (or Buyer's leader or loan broker pursuant to 2H) si specified above.  I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's leader or loan broker pursuant to 2H) si  I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's leader or loan broker pursuant to 2H) si  J. Days After Acceptance Buyer shall, as specified in pursuant to 2H) si  J. Days After Acceptance Buyer shall, as specified in pursuant the loan contingency or cancel this Agreement; OR (II) (if chacked, ) loan contingency shall remain in effect until the designated funded.  K. Apperaisal Contingency and REMOVAL: This Agreement is (Cft, if checked, ) is NOT) contingent upon the Property appraisance or cancel this Agreement is a loan contingency, in the time the loan contingency is removed (or, if chacked, ) we have then the specified purchase price. If there is a loan contingency, in the time the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) we have the loan contingency is removed (or, if chacked, ) where the loan contingency is removed the land of the loan contingency is the loan contingency in the loan contingency is removed to the lo	0,000.	· · · · · · · · · · · · · · · · · · ·	AAAAAMAN WEN PERTUR NUMUN =700) FY			
LOAN APPLICATIONS: VINITED THAT, beed on a review of Buyer's written application and credit report. Buyer is prequalified or preapproved for any broker stating that, beed on a review of Buyer's written application of Buyer's leader or loan broker pursuant to 2H) is pecified above.  I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's leader or loan broker pursuant to 2H) is application of Buyer's down payment and choing costs.  I. OPEN CONTINGENCY REMOVAL: (I) Within 17 (or	orgage k	Color of the Color of Letter from lengths of the	HASE PRICE (TOTAL);	C DIMPCH		
broker staing that, belood on a review of Edylar continued on the stain of the stai	iy NEW i	and creek record Buyer is orequalified or prespproved for any	( APPLICATIONS: Within 7 (or 🖾	H. LOAN A	į	
specified above.  I. VERTIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Suyer (or Buyer's lender or loss broker pursuant to 2H) is 7 (or 1) Bys After Acceptance, provide Selfer written verification of Buyer's down payment and closing costs. 7 (or 1) Bys After Acceptance Buyer shall, as specified in panagraph 1. LOAM CONTINGENCY REMOVAL: (I) Within 17 (or 1) Bys After Acceptance Buyer shall, as specified in panagraph the loan contingency or cancel this Agreement; OR (II) (if checked, 2) loan contingency shall remain in effect until the designated funded.  K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (CRt, if checked, 1) is NOT) contingent upon the Property appraisance that the specified purchase price. If there is a loan contingency, in the time the loan contingency is removed (or, if chacked, 1) we have then the specified purchase price. If there is a loan contingency, in the time the loan contingency are cancel bits Agreement.			A WINSHING INTEL DESCRIPTION OF SEASON OF THE	hynicer ii		
7 (or	aball M		H_al allacate			
7 (or		The Month of Puper's down payment and closing costs.	FIGATION OF DOWN PAYMENT A	i, Verdiri		
MINORC.  K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (CR, if checked, [ is NOT) contingent upon the Property appraisable Contingency and Contingency is removed (or, if checked, [ w less then the specified purchase price. If there is a loan contingency, in the time the loan contingency is removed or cancel his Agreement.	h 17, mm	t firms After Acceptance Buyer shall, as specified in puragraph	Days After Accepts	7 (or [		
MINORC.  K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (CR. If checked, [ is NOT) contingent upon the Property appraisable contingency in the contingency is removed (or, if checked, [ ] we have then the specified purchase price. If there is a loan contingency, in the time the loan contingency is removed or cancel his Agreement.	ad loans	To be continuency shall termain in effect until the designate	M CONTINGENCY REMOVAL: (I) WITH	J. LOAN		
K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (CFR, if checked, [ is NOT) contingent upon the Property appraisance of the property a		Si iomi colimilatio) selem services	contingency or cancel this Agreem	the loar		
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less then the specified purchase price. If send is a few continuous the send specification of cancel this Adjount	within 17	ex, if checked, if the combonerous is removed (or, if checked, if y	RAISAL CONTINGENCY AND REMOV	K. APPRIA		
A STATE OF THE PARTY OF THE PAR	umani. It t	the annual annual annual of cancol this Adrona	then the engalfied buildings a price. If you	less the		
) Dave After Acceptance), sulyer sime, as appeared in paragraphs to the local analysis are the 17 local After Afte	r Accepta	appli 17, remove the appropriate contingency of the Dave After	) Dave After Acceptance), Buyersh	100000		
Days After Acceptance), Buyer shall, as specified in paragraph 17, ramove the appreciate Contingency within 17 (or) Days After A la no loan contingency, Buyer shall, as specified in paragraph 17, termine the appraisal contingency within 17 (or) Days After A		We the apprent colinidates arrive in fact that a fact and a fact that	loan contingency, Buyer shall, as speci	10 TO 10		
		and the				
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and, brought leave of the United States (1 or 1 o	_ 1_	Seller's initials () ()	his form, or any portion thereof, by physicology med	eduction of this	•	,
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		E AGREEMENT (CPA PAGE 1 OF 10)		W KEARED	7	1
Agent: C, Edward Buillok Phone: (510) 918-4100 Fax: (510) 881-8301 Prepared using WiNFormati	Milos De	Pax: (510) 681-8301 Prepared using WillForms			_	_



_		14600 Catlina
Pr		y Address; <u>San Jeandro</u> , <u>CA</u> Dete; <u>March 26, 2006</u>
	L	NO LOAN CONTINGENCY (if checked): Obtaining any loan in pa agraphs 2C, 2D, 2E or elsewhere in this Agreement, is NOT a contingency
		of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Selier may be entitled to Buyer's
	26.	deposit or other legal remedies.  ALL CASH OFFER (If checked): No loan is needed to purchase the Property, Buyer shall, within 7 (or []
	147	provide Seller written varification of sufficient funds to close this transluction.
	N.	SELLER FRIANCING: For any Seller financing designated above. Exper is to execute a note secured by a deed of trust in favor of Seller, on the
		terms and conditions set forth in the attached addendum (C.A.R. Form SFA).
	٥.	ASSUMED OR "SUBJECT TO" FINANCING: Seller represents this Seller is not delinquent on any payments due on any loans. Seller shall,
		within the time specified in paragraph 17, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to
		Buyer, Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement. Differences between estimated and
		actual ten belances shall be adjusted at Close Of Escrow by cost cown payment, impound accounts, if any, shall be assigned and changed to
		Buyer and credited to Seller. Seller is advised that Buyer's assumpt on of an existing loan may not release Seller from liability on that loan, if the Property is acquired subject to an existing loan, Buyer and Seller use advised to consult with legal coursel regarding the ability of an existing
		lender to call the logn due, and the consequences thereof.
3,		OSING AND OCCUPANCY:
	A.	Salinr-Occupied or Vacant Units: Occupancy shall be delivered to Buyer at
		on; or in o later then Days Alter Close Of Escrow. (C.A.R. Form PAA, paragraph 2.) If transfer of title and
		occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement; and (ii) consult with their
	_	insurance and legal additions.
	ч.	Tenant-Occupied Units: Possession and occupancy, subject to the tights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrew.
	C.	At Close Of Escrew, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available Copies
		of such warranties. Brokers connot and will not determine the assignability of any warranties.
	D.	At Close Of Escrow, unless otherwise agreed in writing, Seller shall a wride keys and/or means to operate all locks, mailboxes, accordy systems,
		alarms and garage door openers. If the Property is a unit in a condorn nium or located in a common-interest subdivision, Guyer may be required to
	F-48	pay a deposit to the Owners' Association (°CA") to obtain keys to accessible OA tacillies.  ORTHY DEPOSITE: Georgie Georgie Many to the extent they have not been confied by Saller in accordance with any (antal agreement and
Care		and any start to branch more by Environment of the College Sales and mostly used to complete the college of the College Sales and the College College Sales and
5.		OCATION OF COSTS (If checked ): Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test
	Of 1	errice mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified
		any such report, inspection, test or service is by the method specified in paragraph 17,
	A.	INSPECTIONS AND REPORTS:  (1)   Buyer   Soller shall pay for sewer connection, if required by Law prior to Close Of Escrow
		(1)   Dayer   Caster shall pay to sever sente or private severe disposal system inspected
		(2) Buyer Belier shall pay to have septic or private sessing disposal system inspected  (3) Buyer Seller shall pay to have demostic wells tested for water potability and productivity
		(4)   Buyer IX Seller shall pay for a natural hazard zone disclosure report prepared by
		(5) Suyer Seller shall pay for the following inspection or report
	_	(4) Suyer Seller shell pay for the following inspection or report
	-	(1)   Buyer (% Seller shall pay for ample districtor installation ancier water heater bracing, if required by Law. Prior to Close Of Secrow, Seller
		shall provide Buver a written statement of compliance in accordance with state and local Law, unless exempt.
		(2) Dayer (2) Selier shall say the cost of compliance with any other minimum mandatory government ratrofit standards. Inspections and
		reports if required as a condition of closing escrow under any taw.
		(2) [3] Buyer [3] Saller shall pay for installation of approved fire extinguisher(s), applications, and hose(s), if required by Law, which shall be possibled prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of complete statement of compl
		paratic plan to close of Eachw. First to close of Eachway great provide business a votes.
	C.	ESCROW AND TITLE:
		(1) [2] Buyor [2] Seller shall pay escrow fee 509 Buyer/503 Seller
		Escrow Holder shall be Old Republic Title Company
		(2) 33 Buyer Seller shell pay for owner's title insurance policy specified in paragraph 15
		Owner's title policy to be leaved by OLE Resmblic Fithin Company (Buyer shell pay for any title insurance policy insuring Buyer's livinder, unless otherwise agreed in writing.) OTHER COSTS:
	n.	CHIPE COSTS:
	٠,	(1) [1] Buyer IX Seller sholl pay County transfer lax of transfer fee
		(2) [3] Buyer [5] Seller shell pay CRy transfer tax or transfer fee 504: Buyer/509 Seller
		(3) [7] Buyer (2) Seiler shell pay OA transfer foos
		(4) Buyer 🖫 Seller shall pay CA document preparation feas
		(5) Buyer Seiler shall pay for
		(6) Buyer Sellor shall pay for
		·
		Buyer's Initiats ( C 222) ()
_		Seller's Initials ( ) ( )
		LEVISED 10/02 (PAGE 2 OF 10)  Reviewed by
_,	,,,,,	COMMERCIAL PROPERTY PURCHASE: AGREEMENT (CPA PAGE 2 OF 10) FINIT FAILURE
		COMMENCIAL FROM THAT I FUNCTION ACREEMENT (CFA FACE 2 OF 10) FRATILIONS

Pr	operty Address: <u>San</u>	O Catlina Laundro, Cl	·		Date: March 24, 20	00 <i>6</i>
	SELLER DISCLOSU					
	A. HATURAL AND I carthquake guide the Property is loc	ENVIRONMENTAL DISCLOS IS (and questionnam) and at moted in a Special Floor Haza Fault Zone; Seismic Hazar	SURES: Sellor shall, within the nvironmental hazarde hooklet, ard Aras; Potential Ekk-ding (in rd Zone; and (iii) discose an	(ii) even if exempt from the :	obligation to provide an N	HO, disclose I
		SCLOSURES: Within the tin	ne specified in paragraph 17	Seller shall provide to Buy	er, in writing, the followin	is <del>Noviosaijk</del>
	ecoston of the second of the s	TVIGAT ACTURENTO (I)  THE Property and (II) a very  Alta reptet concentions who  Alta to any concention, reb	All current isosoo. rartel ngre et essemant including names nos er electioneria, is appearant rate, or other benefit, is copt as	of temple, more refer parting of the state o	iod of ranges; using or lead and their duration, School and their duration, School	ieni immegaz ieni elnesanon
	Acceptance.	DESPENSE STATEMENTS: Beller represents that the bo- computation of federal and ata	The books and records, inclu- oks and records are 1 ose ma	iing a statement of income a Intained in the ordinary and :	nd expense for the 12 moi normal course of business	nthe preceding s, and used by
	-(3) E - JEHANI	STOPPEL CERTIFICATES	That brooks restal se societa	CCIDICERSON (Q.A. For Forth TEX Ersomente are protectified en	B) completed by Sciles on rei in the force and engage	Sofiet's speci.
	(4) SURVEYS, P	h modifications in the trust LANS AND ENGINEERING	B DOCUMENTS: Copes of s	alling the amount of any prope	id control pacettly deposit	
	(5) PERMITS: If including, but	not limited to, certification of	ies of all permits and approve occupancy, conditions use pe			
			nown structural additions or a	iterations to, or the installati	on, alteration, repair or re	placement of,
	(7) GÖVERNME! Without requir	NTAL COMPLIANCE: Any im ad governmental permits, fina	nproventents, additions alteret al inspections, and approvals.	1		ve been made,
	(9) MISCELLANI action(s), or o	BOUS ITEMS: Any of the fol ther proceeding(s) affecting t	tions of any Law filed or issued Howing, If setually known to S the Property, or the right to use sant of the Property is the subje	eller: (i) any ourront ponding and occupy k; (ii) any unsati	lawsuit(s), investigation(s	
7.	M ENVIRONMENTAL	L SURVEY (If checked); With		After Acceptance, Buyer shall		
8.	CONDOMINIUMPLA A. SELLER HAS: 7		) Days After Acceptor ce to dis	close to Buyer whether the P	roperty to a condominium,	or located in a
	B. If Property is a co After Acceptance anticipated claim: (Iv) Copies of the governing the Pro Disclosures in Sel SUBS EQUENT DISCI or any material inaccu promptly provide a su shall not be required	to request from the OA (C./ or litigation by or against the most recent 12 months of O perty. (Collectively, "Cl Disck lier's possession. Buyer's app LOBLINEES: in the event Soil ursey in disclosums, information basequent or amended disclo- tion conditions and material	ereat subtivision. lanned unit development or of A.R. Form HOA); (I) Copies of OA; (III) a statement containing openes,") Sellor shall its nize as proval of CI Disclosures is a co- er, prior to Close Of Excess bion or representations previous sure or notice in writing, cover at insecuracies disclose of in a	f any documents required by g the location and number of del eneetings; and dy) the na- id deliver to Buyer all CI Disci ntingency of the Agreement a scomes aware of soverse con by provided to Buyer of which ring those terms. However,	y Liew; (II) disclosure of a designated perking and al mea and contact informat losures received from the ( as specified in paragraph 1 notitions materially affecting Buyer is otherwise unawa a subsequent or amenda	torage spaces; iten of all OA's OA and any Ci i7. g the Property, are, Selier stat
10.	lease any vacant u extend any service	iscrow, Seller may only enge init or other part of the premis contract(e); or (iv) change th	ge in the following acts. ("Property; ("Property; or extend the status of the condition of the	any existing rental or lesse a Property.	greement; (III) enter into, a	alter, modify or
11.	B. At least 7 (or D) _ CONDITIONS AFFECT	TING PROPERTY:	s prior to any Proposed Chang sold (s) in its PRESHIT phy			•
	Buyer's investigation as on the B. SELLER SHALL,	ition rights; (ii) the Propert date of Acceptance; and (iii) within the time specified in	ty, including pool, spn, lands ) all debrit and persona prope a peragraph 17, DISCLOSE M past five years, AND MAKE	ceping and grounds, is to bity not included in the pais shi NOWN MATERIAL FACTS /	e maintained in exhitent all be removed by Close O AND DEFECTS affecting	ially the same of Escrow.
				Buyor's Initials ( C Seller's Initials (	m }(}	
	pyright © 1891-2005, CALI PA REVISED 10/02 (PA	fornia absociation of Rea Ge 3 of 10)	ltorso, Inc.	Reviewed by	Date	
		COMMERCIAL PRO	OPERTY PURCHASE, AGR	EEMENT (CPA PAGE 3 (	<b>&gt;</b> F 10)	Faith Fellowsh
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14600 Catlina	Dain: March 24, 2006
Property Address: San Leandro. Ch	Date 2000 217 2000
C. NOTE TO BUYER: You are atrongly advised to conduct investigations since Seller may not be aware of all defects affecting the Property or o may not be built according to code, in compliance with current i.aw, on D. NOTE TO SELLER: Buyer has the right to inspect the Property and, as in those inspections: (i) cancel this Agreement; or (ii) request if at you 12. ITEMS INCLUDED AND EXCLUDED:  A. NOTE TO BUYER AND SELLER: terms listed as included or excluded in it	ther factors that you consider important. Property improvements There had permits issued.  \$ specified in paragraph 17, based upon information discovered reaks Repairs or take other action.
price or excluded from the sale unless specified in 125 or C.  B. ITEMS INCLUDED IN SALE:  13. A PRINCIPLE Status and Sittings that are attached in the Property.	
(2) Existing electrical, mechanical, ligiting, plumbing and heating lightness built-in appliances, whitever and door acreens, awaings, shutters, wind dishes, private integrated telephone systems, air coolers/conditioners, in-ground landscaping, transferbuds, water softeners, water publices, sa (3) A complete inventory of all personal property of Seller currently used in	low coverings, stached boot coverings, marketon witersizes, execute poolizes equipment, garage door openers/remote controls, mailbox, equithy evidence/allerns.
be delivered to Buyer within the time specified in paragraph 17.  (4) Seller represents that all items included in the purchase price 1 **, unit in the purchase price 1 **, unit in the purchase price 1 **.	ass otherwise specified, owned by Scrier. Within the time specified in ler.
(6) Suiter shall deliver title to the personal property by Bill of Sale, fine of a  (6) As additional security for any note in favor of Saler for any pert of the be filled with the Secretary of State, covering the personal property inch.  C. (TEMS EXCLUDED FROM SALE:	nurchase price. Buyer shall execute a UCC-1 Financing Statement to
13. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTRIG PR  A. Buyer's acceptance of the condition of, and any other metter affecting to paragraph and peragraph 17. Within the time specified in paragraph 17 to conduct inspections, investigations, tests, surveys and other studies inspect for lead-based paint and other tead-based paint hazards (ii) insurability of Buyer and the Property; and (iv) satisfy Buyer as to any match in leither make nor cause to be made: (i) invasive or destruct to Buyer shall complete Buyer investigation and, as specified in paragraph in Seller, at no cost, complete Copies of all Buyer investigation paragraph is investigations. Seller shall have water, gas, electricity, and all openative bits made available to Buyer.	ing property is a contingency of this repeate unless otherwise agreed, "Buyer shall have the right, at Buyer's expense unless otherwise agreed, "Buyer Investigations"), including, but not limited to, the right to: [7] inspect for wood destroying pests and organizms; (iii) confirm the other of concern to Buyer, Without Selter's prior written consent. Buyer are investigations; or (ii) inspections by any governmental building or (ii) inspections by any governmental building or (ii) remove the contingency or cancel this Agreement. Buyer shell give brained by Buyer, Selter shall make Property available for all Buyer of lights on for Buyer's investigations and through the date possession.
expense may be performed by Saller or through others, provided that me impaction and approval requirements. Repairs shall be performed in a 2201-to existing materials. It is understood that exact regiments on application of applications of the companion of the performed by others (II) propage a written taken obtain receipts for Beyes price to the companion of the performance of Beyes price to the companion of the performance of	work construction materials of quality and appearance comparable to smellic items following all Repairs may not be possible. Saller shall: (i) nent indicating the Repairs performed by Seller and the date of such net unflication of continues.
15. BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PRO Repair all derings arising from Buyer Investigations; and (fil) indemnity ar domages and costs. Buyer shall carry, or Buyer shall require anyone acting on other applicable insurance, defending and protecting Sober from that sity if investigations or work done on the Property at Buyer's direction prior to Soler by recording a "Notice of Non-Responsibility" (C.A.R. Form NWR) for Bu Buyer's obligations under this paragraph shall survive the termination of this A	PERTY: Buyer shall: (i) leap the Property fee and clear to here, the not hold Seller harmless from all resulting liebility, claims, demands, a Buyer's behelf to carry policies of liebility, workers' compensation and for any injuries to persons or property occurring during any Buyer to Of Escrow. Seller is advised that certain protections may be afforded layer Investigations and work done on the Property at Buyer's direction.
16. TITLE AND VESTING: A. Within the time specified in paragraph 17. Buyer shall be provided a cum issue a policy of title insurance and may not contain every item a flectin which may affect title are a confingency of this Agreement se specified in 18. Title is taken in its present condition subject to all encumbrances, sea whether of record or not, as of the date of Acceptance except (i) not not the property subject to those obligations; and (ii) those matters which Selic C. Within the time specified in paragraph 17, Selier has a duty to disck se in not.	peragraph 17.  ements, covenants, conditions, restrictions, rights and other matters, invitants of record unless Buyer is assuming those obligations or taking we have ground to tempora in writing.
Copyright © 1991-2005, CALIFORNIA ASSOCIATION OF REALTORSS, INC. CPA REVISED 10/02 (PAGE 4 OF 10)	Buyer's hijitale ( G.M.) ( ) Soliar's Intitule ( T. ) ( ) Reviewed by

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 4 OF 10)

Faith Pellowsh

14600 C	etiine
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Property Address: Sazz Leandro. Ct.

Date: Maxing 24, 2006

D. At Closs Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrew Holder in writing and pay any increase in cost.

- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCILLATION RIGHTS: The following time periods may only be extended, sitered, modified or changed by mutual written agreement. Any removal of contingenciae or cancellation under this paragraph must be in writing (C.A.R. Form CR).

  - B. BUYER HAS: 17 (or IS \_\_\_\_\_\_\_\_) Days After Acceptance, unless otherwise agreed in writing, to:
    - (1) Complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Euger receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 6 and insural-lifty of Buyer and the Property).
    - (2) Within the time apecified in 178(1), Buyer may request that Setter make repairs or take any other action regarding the Property (C.A.R. Form RR). Setter has no obligation to suggest to or respond to Suyer's requests.
  - C. CONTINUATION OF CONTINUENCY OR CONTRACTUAL DELIGATION; SELLER RIGHT TO CANCEL:
    - (1) Selfer right to Cancel: Buyer Contingencies: Selter, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize ratum of Buyer's deposit if, by the time specified in the Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Selfer to okuse escrow in time may be a broach of this Agreement.
    - (2) Continuation of Contingency: Even after the expiration of the time specified in 17B, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 17C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 17C(1).
    - (3) Seller right to Cancel: Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as apecified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer falls to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer falls to provide a killer as required by 2H; (iv) if Buyer falls to provide vertication as required by 2I or 2M; (v) if Seller reasonably disapproves of the verification provided by 2I or 2M. Seller is not required to give Buyer a Notice to Perform regarding Close Of Extrow.

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: I Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Setter gives written notice of cancellation cursuant to rights duly exercised under the terms of this Agreement. Buyer and Setter agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during excrow. Release of funds will require mutual Signed release instructions from Buyer and Setter, judicial decision or askituation sward.

Copyright 6 1991-2008, CALIFORNIA ASSOCIATION OF REALTORSO, INC. CPA REVISED 10/02 (PAGE 5 OF 10) Buyers Initials ( CM, ) ( )
Settors Initials ( ) ( )
Reviewed by Date

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 5 OF 10)

Faith Fellowsh

Case 3:07-cv-03605-PJH	Document 132-26	Filed 08/27/2008	Page 22 of 28
	•		

14600 Catlina
Property Address: San Leandro, CA Date: March 24, 2006
28. FINAL VERIFICATION OF CONDITION: Buyer shall have the fight to praice a fast impraction of the Remarks within 8 for 17
Prior to Close Of Escrow. NOT AS A CONTINGENCY OF THE SALE, 2 it solely to confirm: (1) the Property is maintained pursuant to peragraph 11A; (ii) Repairs have been completed as agreed; and (iii) Seller has completed with Seller's other obligations under this Agreement.  19. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable altustions, for certain legislatively defined, environmentally hazardous substances: (ii)
otherwise indicated in this Agreement; (III) Broker(s) kas/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (by) Buyer and Seller site each advised to consult with technical and legal experts concerning the existence, itsering, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or notaritable affecting the Property.
20. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA effects almost all commercial facilities and public accountratistions. The ADA can require, among other things, that buildings be made readily accossible to the disabled. Different requirements apply to new construction, abstrations to existing buildings, and removal of burriers in endating buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or contractor, architect, another an other resultant.
professional of Buyer's or Selar's own choosing to determine to what dayres, if any, the ADA impacts that edicated or this transaction.  21. LIQUIDATED DAMAGES: If Buyer falls to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actualty paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extended difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.
Buyer's Initials ('m') / Selier's Initials /
A. MEDIATION:  A. MEDIATION: Buyer and Soler agree to mediate any dispute or ola m estaing between them out of this Agreement, or any resulting bransaction, before resorting to arbitration or court action. Paragrapha 22B(2) and (3) below apply to mediation whether or not the Arbitration provision is inhibited. Mediation fees, if any, shall be divided equally among the parties knowled, if, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve to matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover afformey fees even if they would otherwise be svaliable to that party in any suon action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARRITATION PROVISION IS INITIALED.  B. ARBITRATION OF DISPUTES: (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 6 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitratorie) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitratorie) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitratorie) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.  (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The 't lowing matters are excluded from mediation and arbitration; (i) a judicial or non-judicial foreclosure or other action; or her provisional remedies, s
ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION, IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, YOUR AGREEMENT TO THIS ARBITILATION PROVISION IS VOLUNTARY,"  "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
Buyer's initiale Call Selfer's initials 1
Copyright to 1891-2008, CALIFORNIA ASSOCIATION OF REALTORSS, INC.  CPA REVISED 10/102 (PAGE 6 OF 18)  COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 6 OF 19)  Faith Fellowsh

	14600 Catlina
Pro	porty Address: San Leandro, Ch.
23.	ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written
24.	SUCCESSORS AND ASSIGNS: This Agreement shall be birding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided by the property of the benefit of, Buyer and Seller and their
25.	COPIES: Soller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and maltered Cones of the missing documents.
	NOTICES: Whenever notice is given under this Agreement, such notice shall be in writing, and shall be delivered personally, by facsimile, or by mail, postage prepaid. Notice shall be delivered to the address set forth below the recipient's signature of acceptance. Either party may change its notice address by providing notice to the other party.
	person's principal, and that the designated Buyer and Seller has full authority to enter into and person this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, ByLaws, Operating Agreement. Partrership Agreement or other document governing the activity of either Buyer or Seller.
23.	GOVERNING LAW: This Agreement shall be governed by the Laws of the state of California.  PRORATIONS OF PROPERTY TAXES AND DITHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and provated between Buyer and Seller as of Closs Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Euyer, and payments on Mallo-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer, and (ii) for periods prior to Close Of Escrow, by Seller, TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANGLED DIRECTLY BETWEEN BUYER AND SELLER, Prorations shall be made based on a 30-day month.
	WITHHOLDING TAXES: Seller and Buyer agree to execute any instrument, stilldavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding I may if required (C.A.D. Form A.D.
	MODITY TO THE SENTICE PROPERTY DAYA 3/37EM. If Droker is a participant of a Multiple Liebing Survice (MCS) or Property Data System (PDS), Droker is authorized to report 1. The MLS or PDS a pending sale and, upon Stoce of Econow, the form of the transport in the MLS or PDS a pending sale and, upon Stoce of Econow, the same of the transport in the MLS or PDS.
-6 <del>2</del>	ATTORNEY ESEC. In A PROPERTY IN THE PROPERTY IS SOLD IN CONTRIBUTE with Second later and local and discrimination taxable
30,	Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
	SELECTION OF SERVICE PROVIDERS: If Brokers refer Buyer or Seller to persons, vandors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers, Buyer and Seller may select ANY Providers of their own choosing.
35.	TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Timit is of the essence. All understandings between the parties are incorporated in this Agreement, its terms are intended by the parties are a linal, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be exstracted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
20	ATLIES TEDURE AND CONTRICTOR INSTITUTE AND LIST
<b></b>	OTHER TERMS AND CONDITIONS, including attached supplierents;  A. ISI Buyer Inspection Advisory (C.A.R. Form BIA)
	C. Purchase Agreement Addendum IC.A.R. Form PAA paragraph numbers:
	D. Buyer Intent To Exchange Supplement (C.A.R. Form 3ES)
	E. Seller Intent to Exchange Supplement (C.A.R., Form SES)
	F. These largement is specifically condictioned man Bayer in Boyer & Bore jungament;
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CopyrigM © 1941-2005, CALIFORNIA ASSOCIATION OF REALTORSO, INC. CPA REVISED 10/02 (PAGE 7 OF 10)

Buyer's Initials (

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 7 OF 10)

Faith Pellowsh

		Catlina
Property Address:	San Le	endro, Ca

Date: March 24, 2006

37. DEFINITIONS: As used in this Agreement

- "Acceptance" means the imp the offer or final counter offer is empirical in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with this uffer or a final counter offer.
- "Agreement" means the terms and conditions of this accepted Commercial Property Purchase Agreement and any accepted counter offers and addenda.
- "C.A.R. Form" means the specific form referenced, or another comparable form agreed to by the parties.
- D. "Close Of Eacrow" means the date the grant deed, or other evidence of transfer of title, is recorded, if the acheduled close of eacrow falls on a Saturday, Sunday at legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- E. "Copy" means copy by any means including photocopy. NCR, face mile and electronic.
- F. "Days" means calendar days, unless otherwise required by Law,
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11;59 PM on the final day.
- H. "Days Prior" means the specified number of celendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to coour.

  . "Electronic Copy" or "Electronic Signature" mosts, as applicable, an electronic copy or signature complying with California Law, Buyer and
- Seller agree that electronic means will not be used by either one to modify or after the content or integrity of the Agreement without the knowledge and consent of the other.
- "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- W. "Notice to Buyer to Perform" means a document (C.A.R. Form HRP), which shall be in writing and Signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in peragraph 17O(4)) to remove a contingency or perform as applicable.
- "Repairs" means any topolis (including pest control), siterations, 's placements, modifications and retroliting of the Property provided for under this Agreement.
- "Bigned" means either a handwritten or electronic signature on an original document. Copy or any counterpart.
- Bingular and Plural terms each include the other, when appropriate.
- 38. BROKERAGE: Neither Buyer not Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to inderwrify, defend, and hold the other, the Brokers specified herein and their agents, harmiess from and against any costs, expenses or subject for compensation claimed inconsistent with the warranty and representations in this paragraph,
- 39 AGENCY
  - A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Soffer understands that Broker representing Seller may also represent other sellers with compaling proporties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Apani TRI Commercial (Print Firm Name) is the agent of (check one): [2] the Seller exclusively; or [3] both the Suyer and !teller. Selling Agent Desville Realty Corporation (Print Firm Name) (If not some as Listing Agent) is the egent of (check one): (2) the Buyer exclusively; or (1) the Selfer exclusively; or (1) both the Buyer and Selfer.

Real Estate Brokers are not parties to the Agreement between Buyer and Selfer.

40. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

The following paragraphs, or applicable portions thereof, of thir Agreement constitute the joint escrew instructions of Buyer and Seiler to Escrow Holder, which Escrow Holder is to use along with any ministed counter offers and addenda, and any additional minual instructions to close the escrew: 1, 2, 4, 5, 16, 17E, 29, 30, 35, 369-F, 37, 40, 42, 45A, 48 and paragraph D of the section titled Real Estate Broker on page 10. If a Copy of the separate companisation agreement(s) provided for in paragraph 42 or 45A, or paragraph D of the section titled Real Satate Broker on page 10 is deposited with Escrew Holder by Broker, Escrew Holder shall accept such agreement(s) and pay out from Suyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for this information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Encrow Holder's general provisions directly from Encrow Holder and will execute such provisions upon Encrow Holder's request. To the extent the general provisions are knowledged with this Agreement, the general provisions will control as to the duties and obligations of Excrew Holder only. Bayer and Splier will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

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Buyer's Initials ( Seliers initials Reviewed by

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 8 OF 10)

Poith Followsh

C.	Holder to accept and rely on a purposes of eacrow. The valid Holder Signs this Agreement. Brokers are a party to the Eson section titled Real Estate Broparagraphs 42 and 45A, respe Escrow, or pursuant to any of revoked only with the written additional deposit is not made and Seller instruct Escrow Holder	Copies and Signatures as defined in this lity of this Agreement as between Buyer a cow for the sole purpose of compensation picer on page 10, Buyer sett Seller Irrevoctively, and irrevocably instruct Escrow Her mutually executed cancellation agree consent of Brokers. Escrow Holder shall it butsuant to this Agreement, or is not opposed.	older within 3 business days after Accomposition 2. Buyer and Seller authorize Agreement as originals, to open escrow and it and Seller is not affected by whether or when oursuant to puregraphs 42, 45A and paragraph to ocably assign to Brokers compensation specified to disburse those funds to Brokers at Compensation instructions can be ament. Compensation instructions can be ament immediately notify Brokers: (i) if Buyer's initial
C.	Holder to accept and rely on ( purposes of secrow. The valid Holder Signs this Agreement, Brokers are a party to the Esch section titled Real Estate Bro paragraphs 42 and 45A, respe Escrow, or pursuent to any of revoked only with the written additional deposit is not made and Seller instruct Escrow Hold	ow for the sole purpose of compensation picer on page 10. Buyer and Selier Irrevictively, and irrevocably instruct Escrow Hiter mutually executed cancellation agree consent of Brokers. Escrow Holder shall it butstant to this Agreement, us is not concern to this Agreement, us is not concern.	Agreement as originals, to open escrow and is and Seller is not affected by whether or when pursuant to puregraphs 42, 45A and paragraph to ocably assign to Brokers compensation specificider to disburse those funds to Brokers at Civrent. Compensation instructions can be amenimediately with Brokers in a Business in the selections.
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C.	Brokers are a party to the Esch section titled Real Estate Bro paragraphs 42 and 45A, respe Escrow, or pursiant to any of revoked only with the written additional deposit is not made; and Seller instruct Escrow Hold	mer on page 10, buyer sink Selter irrev actively, and irrevocably instruct Escrow H her mutually executed cancellation agree consent of Brokers. Escrow Holder shall Bullstrant to this Agreement, us is not cons	Ocably assign to Brokers compensation specifolder to disburse those funds to Brokers at Civers. Compensation instructions can be americant of the provider of the second o
41. SCC	OPE OF BROKER DUTY: Buye	er to cancel sporow. effects any paragraph for which Excrow Ho fural succution of the amendment. or and Soller actinomistics and pouse that	d at time of deposit with Escrow Holder, or (ii) to older is responsible shall be delivered to Escrow Reviews: (i) do not decide what sales Reviews to
comidentitle (identitle (identitl	petier stocks accept; (a) on no pleteness of inspections, servi- tiflying defects that are not kno title or use of the Property; (vi): If not be responsible for verifyin, 6, advertisements, flyers or other riding legal or tax advice reg- esentation; and (ix) shall not be silence required to perform re- red assistance from appropriate DIKER COMPENSATION FROM	or guarantee the condition of the Property; cess, products or repairs provided or made wan to Broker(e); (v) shall not be responsible for identifying loce g square footage, represented one of other her promotional material, unless otherwise parding any aspect of a transaction end responsible for providing other advice or is a state licensed activity. Buyer and Sell e professionals.	(iii) do not guarantee the performance, adequive by Seiler or others; (iv) shall not be responsible for inspecting public records or permits continuous for of boundary lines or other items effecting the significant of the performation contained in inspection reports, is a greed in writing; (viii) shall not be responsible edited into by Buyer or Saller in the course information that exceeds the knowledge, educated agree to seek legal, tax, insurance, file and corow. Buyer agrees to pay componsation to Brockers.
EDBC	oned in a bederate written etxel	nment between Buyer and Birker	erly on the above terms and conditions. All para
to a:	coepi any other offer at any times and agrees to the above confi the responsible for payment	e prior to notification of Accuptance, Buye irmation of egency relationships, if this offi of Brokers' compensation. This Annews	s the right to continue to offer the Property for surface mediand additional edges receipt of a Copy or is accepted and Buyer subsequently defaults.
44. EXP and auth	iding any Copy, may be Signed IIRATION OF OFFER; This offe a Copy of the Signed offer is pa orized to receive it by 5 orized to	in two of more counterparts, all of which si r shall be deemed revoked and the demost	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by  C. Edward Bullok  Wa offer is stoned by Buyer (OR of el
44. EXP and auth	iding any Copy, may be Signed IIRATION OF OFFER; This offe a Copy of the Signed offer is pa orized to receive it by 5 orized to	in two or more counterparts, all of which si r shall be deemed revoked and the deposit resonally received by Buyer, o'by 200 PM on the third few efter th	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by  C. Edward Bullok  Wa offer is stoned by Buyer (OR of el
end anth auth m by	iding any Copy, may be Signed IRATION OF OFFER: This offer a Copy of the Signed offer is pa orized to receive it by 5  V Agency 25. 2006  Fall Leandro Fourecase 4	in two or more counterparts, all of which six shall be deemed revoked and the depositionably received by Buyer, o'by 100 PM on the third City after the (date), at 12:59 C1 AM 02 PM	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by  C. Edward Bullok  Wa offer is stoned by Buyer (OR of el
A. EXP and auth a by Buyer  By	iding any Copy, may be Signed iRATION OF OFFER: This offer a Copy of the Signed offer is per orized to receive it by 5  March 25, 2006  Fan Leandro Fouremere &	in two or more counterparts, all of which six shall be deemed revoked and the depositionally received by Buyer, o'by 100 PM on the third City after the (date), at 11:59 C1 AM 01 PM	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by  C. Edward Bullok  Wa offer is stoned by Buyer (OR of el
Buyer &	iding any Copy, may be Signed iRATION OF OFFER: This offer a Copy of the Signed offer is pe orized to receive it by 5  Mescalt 25, 2006  Fan Leandro Fourscourse is me Pastor Gary Mescalt N	in two or more counterparts, all of which six shall be deemed revoked and the depositionally received by Buyer, o'by 100 PM on the third City after the (date), at 11:59 CI AM 01 PM	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by C. Edward Bollok is offer is signed by Buyer (OR, if cits offer is signed by Buyer (OR, if
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Buyer & Print nai	iding any Copy, may be Signed IRATION OF OFFER: This offer is particular to receive it by 5 inches to receive it by 5 inches 25. 2006  SET LEANANCE FOUR CORRESPONDED IN STANDARD FOR SET MANAGE IN SET MANAGE	in two or more counterparts, all of which six shall be deemed revoked and the depositersonally received by Buyer, o'by 100 PM on the third Cuy after the (date), at 11:59 CI AM M PM PM City Sen Iganore 5101614-0668 E-mail Nicity Sen Iganore	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by C. Edward Bollok its offer is signed by Buyer (OR, if ci ).  Date March 24, 2006  State Ca. Zip 94579
Buyer and Address Telepho	iding any Copy, may be Signed in ATION OF OFFER: This offer a Copy of the Signed offer is particled to receive it by 5 March 25, 2006  Fan Leandro Fourscurere & March 25, 2006  Tan Leandro Fourscurere & March 25, 2006	in two or more counterparts, all of which six shall be deemed revoked and the depositereonally received by Buyer, o'by:  100 PM on the third City effect the (date), at 11:59 CI AM DI PM  City San Leapure  5101614-0668 E-mail District the	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by C. Edward Bollok its offer is signed by Buyer (OR, if ci ).  Date March 24, 2006  State Ca. Zip 94579
Buyer 3 Print nai Address Telepho Buyer By	iding any Copy, may be Signed in ATION OF OFFER: This offer a Copy of the Signed offer is particularly to receive it by 5 Merch 25, 2006  Fan Leandro Fourednere & Merch 25, 2006	in two or more counterparts, all of which six shall be deemed revoked and the depositereonally received by Buyer, o'by 100 PM on the third City effect the (date), at 11:59 C1 AM 02 PM 03	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by C. Edward Bollok its offer is signed by Buyer (OR, if ci ).  Date March 21, 2006  State CA. Zip 94579  yehoo.com
Buyer and Address Telepho	iding any Copy, may be Signed in ATION OF OFFER: This offer a Copy of the Signed offer is payorized to receive it by 5 Merch 25, 2006  Fan Leandro Fourscrare & STY Menor Boulevard ne (510) 773-8513 Fax (5)	in two or more counterparts, all of which six shall be deemed revoked and the depositereonally received by Buyer, o'by:  100 PM on the third City effect the (date), at 11:59 CI AM DI PM  City San Leapure  5101614-0668 E-mail District the	hall constitute one and the same writing. It shall be returned, unless the offer is Signed by C. Edward Bullok his offer is signed by Buyer (OR, if ci ).  Date March 24, 2006  State CA Zip 94579  yehoo, cos

146	00 Catlina			
Property Address: Ban	Lesndro, CA			Detector to the second
45. BROKER COMPEN	SATION FROM SELLER-			Data: March 24. 2006
A. Upon Close Of a B. If excrow does n	scrow, Saller agrees to pay lot close, compensation is pr	e respectively of months are security	s specified in a separate written agree	ament between Seller and Broker.
46. ACCEPTANCE OF	OFFER Saller unmain that	Pollerie Meneral at the transport	charate wuren adigement	
spove offer, agrees	to sall the Property on the a	bove terms and conditions	Property, or has the authority to execu- , and agrees to the above confirmation.	on of agency relationships, Seller has
X (if checked) SUB	JECT TO ATTACHED COL	MIED MECED DATES OF	Solower on periods a piblied Coby to F	Auyer.
Seller LECOINH	ESTHENT GROOP	P	CIPMAN TO GS PROLETYN	in signed by seller.
By ARISTOP	ROY LETTER THE	<u> </u>		Date 2 Faul 4
	5-7-7			3   28/0L
WINDERS		City	State	Zip
Telephone	Fax	5-mail	State	
Calles				
By		· · · · · · · · · · · · · · · · · · ·		
Print name		······································		Dete
Address		City	Shaka	7:
Telephone	Fax	F-mell	State	Zip
Notice Address, It Diffe	erent	Califoli		
		note & Come of Classes &		
(initials)			cceptance was personally received to	
	4 AANA NI SIRIIGO WEGSDE		TOO BY FUNDER OF BURNEYS SURFESSION	
	nes occurrent continues	on or und comments	is not takently required in access to	create a binding Agreement; it is
		ce the cate that Confinh	tion of Acceptance has occurred.	
REAL ESTATE BROKER				
R. America celationelle	are not parties to the Agre are confirmed as stated	remain between Buyer at	od Sellor.	
C. If specified in paragra	ph 2A, Agent who submitted	et peragraph 39 above.		
ID, COOPERATING BRO	OKER COMPENSATION: 1	leting Amiror ansees to an	W Consession Baller (Pattles Plane)	and Connection Desires acres to
E MANCON COLOR CARRIER	DOMEST DESCRIPTION OF THE PROPERTY.	W: [1] TITE 267001/0/ W0002/Fa/	IN the MIS or DOS numbered Cook	arabaa Bashaa la a Aastaa -car-
	I MIC Property 13 Officies for a	Brille of a reciprocal MLS o	r PDS: or (ii) [7] // charked) the see	ount specified in a separate written
	MTTT (_MSC)) PARRADOON ( SPHARA NO	70 MBP 용수에 (**^^^~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	·	and the street in a solution without
	ng Firm) Danwille Real			
Address 21790 Beste	rien Boulevard	City Haves	G. Edward Bullok Date & d. State CA State CA State CA State CA STATE CAUSE OF CAUSE OF THE CAUSE	larch 24, 2005
Telephone _(520) 582-	2025 Fax (51)	0)881-8301	mei edbullokeconcest net	2P 24542
Resi Estate Broker (Listin	g Film) <u>FRT Commercia</u>	at .		
By			Anton Our Date	
Address One Califor	nim Stroot, Suite 2	200 City Sam Fr	anciron Chia di	71- 04-55
3344783	140	5) 268-2299	-mail aquiftricommercial.c	75.
ESCROW HOLDER ACK	NOWLEDGMENT:			
Escrow Holder acknowled	gas receipt of a Copy of this	Agreement, (if checked, [	a deposit in the amount of \$	
COUNCE OTHER DUMBERS	- verter at a copy of and		and	
supplemental escrew ins	tructions and the terms of	Escrow Holder's comme	to act as Escrow Holder subject to p	aragraph 40 of this Agreement, any
Escrow Holder is advised	that the date of Confirmation	of Accordance of the form	rement as between Buyer and Seller i	
Sarrow Holder Cl. d. Barre		· o. v. resolven rest At 816 Milis	mindre be between abyer and Selist	3
By State Property of the Prope	oblic Title Company	P	Escrow	*
Address 20960 Redwor	od Road. Suite 160.	Castro Valley, C	Alm Perry Date _	
PROTEST (510)	<i>537-8000 Office (S</i>	101 RR9-A9A7		
Escrow Holder is licensed	by the California Departmen	nt of 🔲 Corporations, 🖫 🛚	nsurance, Rosi Estate, License #	
/ / D	PETTON AT OFFI			
(Seller's Initials)	EJECTION OF OFFER	No counter offer is be	ting made. This offer was review	wed and rejected by Seller on
HIS FORM HAS BEEN APPR	OVED BY THE CALLEGENIA A	SECONATION OF HEALTS	G (C.A.R.), NO REPRESENTATION IS N	
DEQUACY OF ANY PROVI	SION IN ANY SPECIFIC TRA	ANSACTION A REAL ESTA	rb (C.A.R.), no representation is n Te broker is the person quali Professional	IADE AS TO THE LEGAL VALIDITY OR
Tria form is available for use b	when antice ment enters become	If to dot Intended to Livette	THUI EGGICANCE	TO TO THE ENTRIE
		ALLICATED OF TAXABLE TO COMPUTE AND	e use as a real jump. REALTURE IS subscribe to its Code of Ethics.	a registerod collective memberahip mark
	"UDMahed and Distributed by	•		
The State of	REAL ESTATE BUSINESS S Subsidiary of the California	Association of REAL TODGE	860	
	20 South Vintil Avenue, Los	Angelas, California 90020	Raviewed by	Deto several designation of the contract of th
PA REVISED 10/02 (PAGI	E 10 OF 18\		REEMENT (CPA PAGE 10 OF 10)	
	AAMMENANT LIKE		RESMENT (CPA PAGE 10 OF 10)	Faith Followsh



#### **BUYER'S INSPECTION ADVISORY**

(C.A.R. Form BIA, Revised 10/02)

Property Address:	14600 Catlina,	San Leandro	<u></u>	 <del></del>	( Property	,
• •			•			

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not A. IMPURIABLE UP PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Selier or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so if accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not causel the agreement in a timely and proper manner, you may be in breach of contract. breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller-le-required to disclosu to you material facts known to him/her that affect the value of describility of the Property Hammer, Seller may not be sware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cute known defects that are disclosed to you or previously unknown defects that are discovered by you or your impectors during escrew. The purchase agreement obligates Seller to make the Property smallests to you the property smallests to you the property smallests to you for inspections. make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil attability, geologic or environmental conditions, hazandous or illegal to throlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air constitioning, electrical, sewer, septic, waste disposal, or other system, the only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing, in sales involving residential dwellings with no acre than four units. Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defeots or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement; will determine the nature and extent of that Broker's duty to you. You are Strongly advised to investigate the Condition and Suitability of ALL Aspects of the Property. IF You do not do so, You are acting against the Condition and Suitability of ALL Aspects of the Property. If

e, you are advised to conduct investigations of the entire property, including, but not limited to the following:

1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof, plumbing, heating, at conditioning, electrical, machinical, security, pool/spa, other intructural and non-structural systems and components, fodures, bulli-in appliances, any personal property included in the sale, slid energy efficiency of the Property. (Structural engineers are best suited to determine possible design of construction defects, and whether improvements are structurally sound.)

SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, re-minutes improvements are accountly sound.

2. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, re-midmensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMAT ONS ONLY and have not been varified by Selter and cannot be verified by Brokers. Fences, hedges, walts, retaining walts and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appreciate, architects, surveyors and civil angineers are best suited to determine square footage, dimensions and boundaries of the Picparty.)

3. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection, inspection reports covering these items can be superated into two sections; Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or

infection. A registered structural pest control company is best suit of to perform these inspections, SCAL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, setting or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA REVISED 10/02 (PAGE 1 OF 2)

Buyers Initials (XCTL) ( Seller's Initials (\_\_\_ Flerelewed by



BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 2)

Phone: (610) 918-4100 Fax: (510) 8#1-8301 Prepared using WiNForms® software Agent: C. Edward Buillok Broker: Danville Realty Corporation 21790 Hesperian Boulevard, Hayward CA 94541-7003

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	Property Address: 14600 Catline, San Leans	tro Ca		Date: Merch	24 2006	
	<ol> <li>ROOF: Present condition, age, leaks, and</li> <li>POOL/SPA: Cracks, leaks or operational;</li> <li>WASTE DISPOSAL: Type, size, adequal sewer, and applicable fees.</li> </ol>	problema. (Pool contracti	ors are best suited to	determine these conditions.	}	
	8. WATER AND UTILITES; WELL SYSTEM	AS AND COMPONENT	5: Water and utility	evailability, use restrictions :	and costs. Water	
	quality, adequacy, condition, and performs  9. ENVIRONMENTAL HAZARDS: Potential lead contamination, radon, methane, other waste disposal sites, electromagnetic fill mold (alrhome, toxic or otherwise), fungiappropriate professional or read the book "Protect Your Family From Lead in Your H	environmental hazards, ir gaeds, fuel oil or chen ds, nuclear sources, ar us or similar contemina lets "Environmental Har ome" or both.)	including, but not fir nical storage tanks, of d other substances, nts). (For more infor ards: A Guide for Ho	conteminated soil or water, it materials, products, or con- mation on these Items, you omeowners, Buyers, Landior	hazardous waste, ditions (including may consult an da and Tenents,"	
	10. EARTHQUAKES AND FLOODING: Suscificed, (A Geologist or Geologist Engine	eptibility of the Property set is best suited to provi	to esitiquake/selen ide information on the	ile hazards and propensity of the conditions.	of the Property to	
	11. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire instant zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance option early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.) 12. BUILDING PERMITS, ZONING AND GOVERNMENTAL REGUIREMENTS: Permits, inspections, cartificates, zoning, other					
	12. BUILDING PERMITS, ZONING AND ( governmental limitations, restrictions, and (Such information is available from appropressive or interpret any such information.)	gniloeila alnemeylupet	the current or future	use of the Property, its dave	elopment or size.	
	13, RENTAL PROPERTY RESTRICTIONS: charged, the maximum number of occupa systems for doors and windows, including (Government agencies can provide inform	nte; and the right of a la p window bara, should b	ndlord to terminate a e examined to determ	tenancy. Deadbolt or other is mine whether they extisfy to	ocks and security	
	44. SECURITY AND SAFETY: State and loc and/or other measures to decrease the ris fire safety and other measures concerning to county. Unless specifically agreed, the can provide information about these restrict	al Law may require the k to children and other p other features of the Pu Property may not be in	Installation of barrie ersons of existing sw operty. Compliance I compliance with the	ers, access starms, self-latch drawing pools and not tube, a requirements differ from city t	as well as various to city and county	
	15. NEIGHBORHOOD, AREA, SUBDIVISIO schools, proximity and adequacy of law a other government services, availability telecommunications or other technology existing and proposed transportation, control any source, wild and domestic anin botanical diseases, tristoric or other governess of common interest subdivisions, as requirements, conditions and influences of preferences of Buyer.	N CONDITIONS; PERI nforcement, crime statis; adequacy and cost services and installatival struction and developmentally protected attained to possible lack of compiler agents of compil	iONAL FACTORS; lics, the proximity of of any speed-wire me, proximity to cont that may effect not azards, or circumsta, co innerowements, co isence with any gover outures and/or relig	registered felons or offender d, wireless internet conne mmercial, industrial or egits se, view. or traffic, airport no inces, protected species, we cometeries, facilities and con- ming documents or Homeow gions, and personal needs, re-	rs, fire protection, ections or other other cultural activities, lice, noise or odor itland properties, dition of common mers' Association equivernents and	
	Buyer and Selier acknowledge and agree that guarantee the condition of the Property; (ii) property; (iv) Shall not be responsible for identity; (ii) Property; (iv) Shall not be responsible for identity an inspection of reasonably accessible aces permits concerning the title or use of Property; (viii) Shall not be responsible for verifying squasseries, edvertisements, livers or other promot transaction entered into by Buyer or Selier; an education and expendence required to perform desired assistance from appropriate profession.	per not guarantee the perfix y) Does not have an oblige ying defects on the Properts of the Property or are love (vil) Shall not be responsible re footage, representations onal materials (bi) Shall not d (x) Shall not be responsi- real outside Bosnada activi- real outside Bosnada activi-	manos, adequitoy or o fon to conduct an inspi y, in common areas, or wn to Broker, (vi) Shall a for identifying the loce of others or intermation to evaponation for pro- tain for involuting other	completeness of impactions, we action of common areas or areas offsits unless such defects are we not be responsible for inspecting attention of boundary lines or other in a contained in investigation repor- viding legal or tax advice negarities advices or information that excess advices or information that excess the contraction of the contract	vices, products of a off the site of the site of the risusty observable public records or larna affecting title; its, Multiple Listing ng any aspect of a first the formulation of the formulation.	
	By signing below, Buyer and Seller each tiple Accelerate there is encouraged to read		have read, unders	tend, accept and have rec	eived a Copy of	
	Buyer Senature San Leandro Souraquezo 12	Date 3/28/200/c	Buyer Signature		Date	
بسس	Seller Signature	Date /	Seller Signature		Date	
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	The Spitch of the Europe S25 South Virgil Avenue BIA REVISED 10/02 (PAGE 2 OF 2)	ESS SERVICES, INC, fornia Association of REALT a, Los Angeles, California 9 YER'S INSPECTION ADVI	9920	Reviewed by bere		